

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA

MARICOPA COUNTY, ARIZONA
AND
DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT is entered into the 10th day of December 2004, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION acting by and through its CHAIRMAN AND BOARD OF SUPERVISORS (the "County") and the DEPARTMENT OF PUBLIC SAFETY, acting by and through its Criminal Justice Support Division (the "DPS")

I. RECITALS

1. State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned, the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this Agreement and has resolved to enter into this Agreement and has delegated, to the undersigned, the authority to execute this Agreement on behalf of the County.

3. The DPS is empowered by Arizona Revised Statutes Section 41-1713 to enter into this Agreement and has by resolved to enter into this Agreement and has delegated, to the undersigned, the authority to execute this Agreement on behalf of the DPS.

4. The Federal Highway Administration (FHWA) has appropriated funds in the amount of \$2,980,500.00 to accomplish the AzTech Intelligent Transportation Systems (ITS) Integrated Emergency and Transportation Communications Network. The focus of the funding is to improve public safety and incident management in the Phoenix Metropolitan area through the use of Automatic Vehicle Locator (AVL) System. The AVL system consists of a Global Positioning System receiver/transmitter on the vehicle, a communications link between the vehicle and the dispatcher, and pc-based tracking software for dispatch. DPS, State, and County, will have 8 Freeway Service Patrol Vehicles 8 ALERT Vehicles and 8 REACT Vehicles, respectively, for a total of 24 emergency response vehicles equipped with the Automatic Vehicle Locator (AVL) transmitter. State will provide the federal funding in the amount of \$500,000.00 to enhance the communication emergency responders and dispatch stations. DPS will install the AVL transmitter in each Freeway Service Patrol and ALERT response vehicle and the County will install the AVL transmitter in each REACT vehicle. The vehicles and the radio system interoperability will be collectively referred to as the "Project". The scope of this Agreement is to define each party's responsibilities.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27255
Filed with the Secretary of State
Date Filed: 12/06/04

Janice K. Brewer
Secretary of State

By: Daniel D. Graenewald

II. SCOPE OF WORK

1. State Will:

a. Upon execution of this Agreement, within thirty-days (30) after receipt and approval of an invoice from DPS, remit to DPS for the direct actual cost of the Project for an amount of \$500,000.00.

b. Provide eight (8) ALERT emergency response vehicles for the purpose of installing AVL transmitter installed by DPS.

c. Share with the County in operating the AVL and Computer Aided Dispatch System (CAD) and dispatch terminal.

d. Dispatch operators will not have access to confidential public information from the emergency and transportation operations communications network system.

2. The County Will:

a. Install the AVL transmitters on eight (8) REACT emergency response vehicles.

b. Share with the State in operating the AVL and CAD system and dispatch terminal.

c. Ensure that dispatch operators will not have access to confidential public information from the emergency and transportation operations communications network system.

3. The DPS Will:

a. Upon execution of this Agreement, and no more than monthly, invoice the State to pay for the monthly direct actual cost of the Project, totaling the amount of \$500,000.00.

b. Coordinate and install the AVL transmitter in sixteen (16) emergency response vehicles for the dispatch/traffic/emergency operations centers.

c. Provide eight (8) Freeway Service Patrol emergency response vehicles for the purpose of installing AVL and CAD system.

d. Maintain the AVL equipment and be responsible for the licensing of the AVL System.

e. Modify the CAD system to provide State and County with transportation related dispatch information.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements are provided for herein. However, any provisions for maintenance provided by DPS for AVL equipment shall continue such time that the AVL system is no longer in use. This Agreement may be canceled with thirty-days (30) written notice to either party, prior to transfer of funds for the Project.

2. The parties to this contract agree that each party shall be indemnified and held harmless by the other parties for the vicarious liability of the each party as a result of entering into this contract. However, the parties further agree that each party shall be responsible for its own negligence.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract/Billing Issues:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007

For Billing Issues:

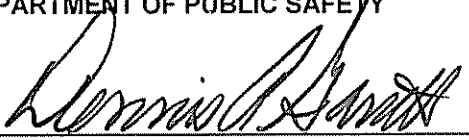
Arizona Department of Public Safety
P.O. Box 6638
Phoenix, AZ 85005-6638

10. In accordance with Arizona Revised Statutes Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

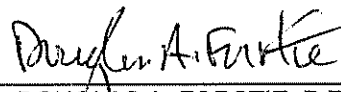
DEPARTMENT OF PUBLIC SAFETY

By


DENNIS A. GARRETT
Director

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By


DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

MARICOPA COUNTY, ARIZONA (COUNTY)

By

 10/20/04
ANDREW KUNASEK, Chairman
Board of Supervisors

ATTEST:

By


FRAN MCCARROLL
Clerk of the Board

ATTORNEY APPROVAL FORM
FOR MARICOPA COUNTY, ARIZONA

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and for MARICOPA COUNTY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 7th day of October, 2004.

Michelle D'Andrea

Attorney

ATTORNEY APPROVAL FORM

FOR THE DEPARTMENT OF PUBLIC SAFETY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the DEPARTMENT OF PUBLIC SAFETY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the DPS under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 4 day of November, 2004.



Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

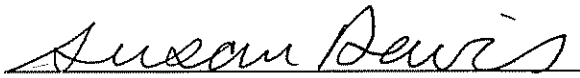
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0314TRN (**JPA 03-145**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 29, 2004

TERRY GODDARD
Attorney General


Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
878949